

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) and the Defense Health Agency (DHA), acting on behalf of the TRICARE Program (collectively the “United States”); Life Care and Forrest L. Preston (collectively, “Defendants”); and Relators Tammie Taylor and Glenda Martin (collectively the “Relators”) (hereafter all collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Life Care provides rehabilitative services, including physical, occupational, and speech therapy, to patients at numerous skilled nursing facilities (SNFs) nationwide, and bills Medicare and TRICARE for such services. For purposes of this Agreement, the term “Life Care” means Life Care Centers of America, Inc., its predecessors and current and former subsidiaries, divisions, affiliates (including the entities identified on Attachment B, attached hereto and incorporated herein), brother and sister corporations, companies, and partnerships, and in its capacity as a joint venture participant and its capacity as an owner, operator, or manager including with respect to the entities identified on Attachment B.

B. On June 25, 2008, relator Tammie Taylor filed a *qui tam* action in the United States District Court for the Southern District of Florida captioned *United States ex rel. Taylor v. Life Care Centers of America, Inc.*, Civil Action No. 08-60971, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Taylor Action). On October 16, 2008, relator Glenda Martin filed a *qui tam* action in the United States District Court for the Eastern District of Tennessee captioned *United States ex rel. Martin v. Life Care Centers of*

America, Inc., Civil Action No. 1:08-CV-251, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Martin Action). Among other things, the Taylor and Martin *qui tam* complaints alleged that Life Care billed Medicare for unreasonable and unnecessary rehabilitation therapy. On February 23, 2012, the Taylor Action was transferred to the United States District Court for the Eastern District of Tennessee and assigned Civil Action No. 1:12-CV-64. On October 1, 2012, the United States intervened in the Taylor and Martin Actions and filed the United States' Complaints in Intervention. The Taylor and Martin Actions were consolidated on November 12, 2012, and the United States filed its Consolidated Complaint on November 28, 2012.

C. The United States filed a separate complaint in the United States District Court for the Eastern District of Tennessee captioned *United States v. Forrest L. Preston*, Civil Action No. 1:16-cv-113 (the "Preston Complaint"). Collectively, Civil Action Nos. 1:08-cv-251, 1:12-cv-64, and 1:16-cv-113 are referred to as the "Civil Actions."

D. The United States contends that Life Care submitted or caused to be submitted claims for payment to the Medicare Program (Medicare), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1, and the TRICARE Program (TRICARE), 10 U.S.C. §§ 1071-1110b.

E. The United States contends that it has certain civil claims against Life Care arising from Life Care's conduct of allegedly causing the submission of false claims to Medicare and TRICARE as alleged in the United States' Consolidated Complaint during the period from January 1, 2006 to February 28, 2013. The United States also contends that it has certain civil claims against Forrest L. Preston as set forth in the Preston Complaint. Collectively, this conduct is referred to below as the "Covered Conduct."

F. This Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded.

G. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to their reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. a. Defendants agree to pay the United States the sum of One Hundred Forty-Five Million Dollars (\$145,000,000) (the "Settlement Amount"). Settlement Amount payments must be made according to the schedule attached hereto and incorporated herein as Attachment

A. Interest shall accrue on any unpaid balance at a rate of 1.75 percent per annum, beginning on August 18, 2016.

b. All payments of any portion or all of the Settlement Amount and/or interest thereon shall be made by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

c. Any portion or all of the Settlement Amount, as well as any interest accrued thereof, may be prepaid at any time without penalty.

2. Conditioned upon the United States receiving the Settlement Amount payments from the Defendants, the United States agrees that as soon as feasible after receipt of the payment it shall pay by electronic funds transfer 20 percent of each such payment received under the Agreement to counsel for Relator Tammie Taylor, as Escrow Agent for both Relators and

their counsel pursuant to the terms of a separate Escrow Agreement dated August 12, 2016 between Relators.

3. Defendants agree to pay a total of \$813,350.86 in full satisfaction of any claim Relators may have for attorneys' fees and costs, as contemplated by 31 U.S.C. § 3730(d) ("Relators' Fees"). Within five days of the Effective Date of this Agreement, Defendants shall pay \$293,445.42 of the Relators' Fees to Relator Tammie Taylor and \$519,905.44 of the Relators' Fees to Relator Glenda Martin. Payments shall be made in accordance with written instructions to be provided by counsel for each Relator.

4. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amount plus all accrued interest, the United States releases Life Care from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, conversion, and fraud. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amount plus all accrued interest, the United States releases Forrest L. Preston from any civil or administrative monetary claim the United States has for the Covered Conduct under the theories of unjust enrichment, equitable lien, and constructive trust.

5. Subject to the exceptions in Paragraph 8 below, and conditioned upon Defendants' full payment of the amounts described in Paragraph 3 and the Settlement Amount payments according to the schedule attached hereto as Attachment A, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Life Care and Forrest L.

Preston from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct, the Taylor Action, and the Martin Action under the False Claims Act, 31 U.S.C. §§ 3729-3733, including under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs. Further, in addition to Relators' release for the Covered Conduct, the Taylor Action, and the Martin Action in the preceding sentence of this Paragraph, and conditioned upon Defendants' full payment of the Relators' Fees and the Settlement Amount payments according to the schedule attached hereto as Attachment A, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, releases any and all actions, causes of action, claims, suits, demands, rights, damages, losses, costs, expenses, fees, accounts, judgments, executions, debts, obligations, and any and all other liabilities of any kind or nature whatsoever either in law or in equity whether known or unknown, suspected or unsuspected, that Relators, to the date of this Agreement, ever had or now have against Defendants or current and former parent corporations; current and former direct and indirect subsidiaries; current and former brother and sister corporations; current and former limited liability companies; current and former partnerships; current and former affiliate entities; current and former divisions; current and former owners; current and former directors, officers, members, managers, partners, shareholders, employees, agents, attorneys, servants, other representatives, and the predecessors, successors, transferees, and assigns of any of them. This paragraph is intended to be interpreted as a general release of Defendants on behalf of Relators.

6. In consideration of Defendants' obligations in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Life Care Centers of America, Inc. and Forrest L. Preston, and conditioned upon Defendants' full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining

any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Life Care Centers of America, Inc. and Forrest L. Preston under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 8 below (concerning excluded claims). The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8 below.

7. In consideration of Defendants' obligations set forth in this Agreement, and conditioned upon Defendants' full payment of the Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Life Care and Forrest L. Preston under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 8 below (concerning excluded claims). DHA expressly reserves authority to exclude Life Care from the TRICARE Program under 32 C.F.R. §§199.9(f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this Paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8 below.

8. Notwithstanding the releases given in Paragraphs 4, 5, 6, and 7 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals other than Forrest L. Preston;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

9. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of the payments described in Paragraph 2, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

10. Defendants waive and shall not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based

in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

11. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

12. Conditioned upon all Relators and their counsel signing and filing the Joint Stipulations of Dismissal with prejudice as to the Civil Actions and all Relators' claims as to the Covered Conduct, as set forth in Paragraph 20 below and Relators' release as set forth in Paragraph 5 of this Agreement, Defendants fully and finally release the Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relators, related to the Covered Conduct and the Relators' investigation and prosecution thereof. Further, in addition to Defendants' release in the preceding sentence of this Paragraph, Defendants, for themselves and for their heirs, successors, attorneys, agents, and assigns, release any and all actions, causes of action, claims, suits, demands, rights, damages, losses, costs, expenses, fees, accounts, judgments, executions, debts, obligations, and any and all other liabilities of any kind

or nature whatsoever either in law or in equity whether known or unknown, suspected or unsuspected, that any Defendant, to the date of this Agreement, ever had or now have against either Relator or any of their heirs, successors, attorneys, agents, and assigns. This paragraph is intended to be interpreted as a general release of Relators on behalf of Defendants.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), TRICARE, or any state payer, related to the Covered Conduct; and Life Care agrees not to resubmit to any Medicare contractor, TRICARE, or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

14. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Life Care, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in

connection with the matters covered by this Agreement (including attorney's fees);

- (4) the negotiation and performance of this Agreement;
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in Paragraph 15.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Life Care or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Defendants further agree that within ninety (90) days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Life Care or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Life Care's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

15. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

16. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 17 below (concerning waiver for beneficiaries).

17. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

18. Defendants warrant that they have reviewed their financial situation and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a

contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

19. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Defendants' debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets, Defendants agree as follows:

a. Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Defendants' obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Defendants were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Defendants.

b. If Defendants' obligations under this Agreement are avoided for any reason relating to bankruptcy, insolvency, reorganization, or relief of debtors as discussed in this Section 19, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this

Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 4, 5, 6, and/or 7 above. Defendants agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the United States’ claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States within 91 calendar days of written notification to Defendants that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date the Consolidated Complaint was filed; and (iii) the United States has a valid claim against Defendants in the amount of \$1 billion, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding. If Defendants’ obligations under this Agreement are avoided for any reason relating to bankruptcy, insolvency, reorganization, or relief of debtors as discussed in this Section 19, including, but not limited to, through the exercise of a trustee’s avoidance powers under the Bankruptcy Code, Relators shall have the same rights with respect to such case, action, or proceeding as they would have had the Taylor Action and Martin Action remained pending, including any right to a relators’ share of any recovery, and at Relators’ election the United States’ rescission of the releases in this Agreement pursuant to this paragraph shall also operate as a rescission of Relators’ releases in this Agreement.

c. Defendants acknowledge that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

20. Upon the United States' receipt of the initial Settlement Amount payment described in Attachment A (\$45 million plus accrued interest), to occur within 5 days of the Effective Date, the Parties shall within 72 hours sign and file in the Civil Actions Joint Stipulations of Dismissal pursuant to Rule 41(a)(1). The dismissal shall be with prejudice as to the United States' and/or Relators' claims as to the Covered Conduct. The Joint Stipulations shall request that the Court retain jurisdiction of the Consolidated Complaint and Preston Complaint to enforce the terms of this Agreement.

21. Time is of the essence as to all payments required under Paragraph 1 and Attachment A. In the event that the Defendants fail to make a Settlement Amount payment within ten (10) days of the date upon which such payment is due in accordance with the schedule set forth in Attachment A, the Defendants shall be in default of their payment obligations (hereinafter "Default"). In the event of Default, the United States will provide written notice of the Default ("Notice of Default") to the Defendants, and Defendants shall have an opportunity to cure the Default within five (5) days from the date the Notice of Default is received by mail ("Cure Period"). Notice of Default will be delivered to the following individuals by mail and, for counsel only, by email: (1) Scot Hasselman at Reed Smith LLP, 1301 K Street NW, Suite 1000-East Tower, Washington, D.C. 20005, and shasselmmman@reedsmith.com; (ii) Roger W. Dickson at Miller & Martin, PLLC, 832 Georgia Avenue, 1000 Volunteer Building, Chattanooga, TN 37402 and rdickson@millermartin.com; and (iii) Forrest L Preston at Life Care Centers of America, 3570 Keith St. NW, Cleveland, TN 37312, or to such other representative as Defendants shall designate in advance in writing. Notice of Default shall be considered

“received” by mail when the Notice is delivered to the addresses set forth above. If Defendants fail to cure the Default within the Cure Period as described in this Paragraph, the entire unpaid balance of the Settlement Amount, plus any accrued interest, shall become immediately due and payable. If Defendants fail to cure the Default within the Cure Period as described in this Paragraph, the Defendants agree to a consent judgment in the amount of the unpaid balance of the Settlement Amount plus accrued interest.

22. Notwithstanding the foregoing, in the event of Default as defined in Paragraph 21, above, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount and accrued interest as set forth in Paragraph 21, above. OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

23. Except with respect to Defendants’ payment of Relators’ Fees as set forth above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

24. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

25. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District

Court for the Eastern District of Tennessee. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

26. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

27. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

28. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

29. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

30. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

31. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

32. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

33. Unless otherwise agreed to in writing, all notices required by this Agreement shall be in writing and sent to the following individuals, or to any other such individual as a Party may designate in writing:

On behalf of the United States:

Andy J. Mao
P.O. Box 251
Ben Franklin Station
Washington, D.C. 20044
Andy.mao@usdoj.gov

On behalf of Defendants:

Scot T. Hasselman, Esq.
Reed Smith LLP
1301 K Street NW, Suite 1000 – East Tower
Washington, D.C. 20005
shasselmann@reedsmith.com

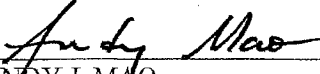
Roger W. Dickson, Esq.
Miller & Martin, PLLC
832 Georgia Avenue
1000 Volunteer Building
Chattanooga, TN 37402
rdickson@millermartin.com

Forrest L. Preston
Life Care Centers of America
3570 Keith St., N.W.
Cleveland, TN 37312

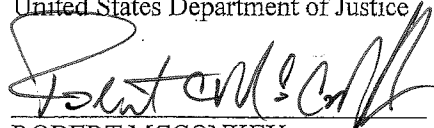
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THE UNITED STATES OF AMERICA

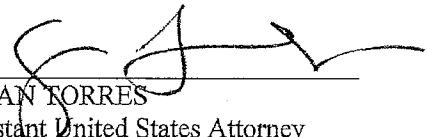
DATED: 10/24/16

BY: 
ANDY J. MAO
Assistant Director
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 10/24/16

BY: 
ROBERT MCCONKEY
Assistant United States Attorney
United States Attorney's Office for the
Eastern District of Tennessee

DATED: 10/24/16

BY: 
SUSAN TORRES
Assistant United States Attorney
United States Attorney's Office for the
Southern District of Florida

DATED: _____

BY: _____
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
BRYAN T. WHEELER
Acting General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
ANDY J. MAO
Assistant Director
Commercial Litigation Branch
Civil Division
United States Department of Justice

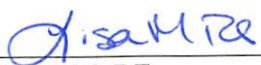
DATED: _____

BY: _____
ROBERT MCCONKEY
Assistant United States Attorney
United States Attorney's Office for the
Eastern District of Tennessee

DATED: _____

BY: _____
SUSAN TORRES
Assistant United States Attorney
United States Attorney's Office for the
Southern District of Florida

DATED: 10/21/16

BY: 
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____
BRYAN T. WHEELER
Acting General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
ANDY J. MAO
Assistant Director
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
ROBERT MCCONKEY
Assistant United States Attorney
United States Attorney's Office for the
Eastern District of Tennessee


DATED: _____

BY: _____
SUSAN TORRES
Assistant United States Attorney
United States Attorney's Office for the
Southern District of Florida

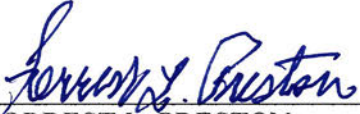
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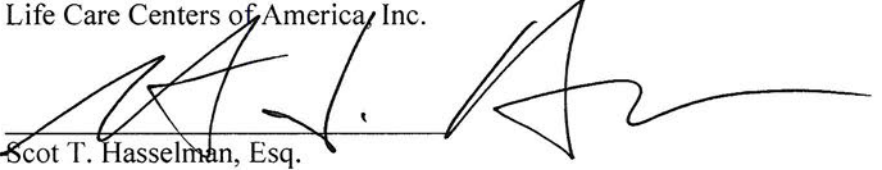
BY: _____
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 10/12/16

BY:  _____
BRYAN T. WHEELER
Acting General Counsel
Defense Health Agency
United States Department of Defense

LIFE CARE


DATED: October 18, 2016 BY: 
FORREST L. PRESTON
Chairman and Sole Shareholder
Life Care Centers of America, Inc.

DATED: October 20, 2016 BY: 
Scot T. Hasselman, Esq.
Katie C. Pawlitz, Esq.
Reed Smith LLP
Counsel for Life Care Centers of America, Inc.

DATED: _____ BY: _____
Roger W. Dickson, Esq.
Kyle W. Eiselstein, Esq.
Miller & Martin PLLC
Counsel for Life Care Centers of America, Inc.

FORREST L. PRESTON

DATED: October 18, 2016 BY: 
FORREST L. PRESTON

DATED: October 20, 2016 BY: 
Scot T. Hasselman, Esq.
Katie C. Pawlitz, Esq.
Reed Smith LLP
Counsel for Forrest L. Preston

DATED: _____ BY: _____
Roger W. Dickson, Esq.
Kyle W. Eiselstein, Esq.
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Counsel for Forrest L. Preston

LIFE CARE

DATED: _____

BY: _____

FORREST L. PRESTON
Chairman and Sole Shareholder
Life Care Centers of America, Inc.

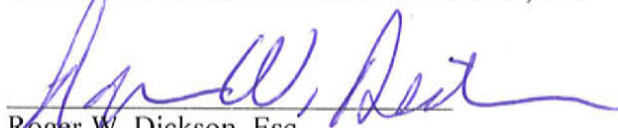
DATED: _____

BY: _____

Scot T. Hasselman, Esq.
Katie C. Pawlitz, Esq.
Reed Smith LLP
Counsel for Life Care Centers of America, Inc.

DATED: Oct. 21, 2016

BY: _____


Roger W. Dickson, Esq.
Kyle W. Eiselstein, Esq.
Miller & Martin PLLC
Counsel for Life Care Centers of America, Inc.

FORREST L. PRESTON

DATED: _____

BY: _____

FORREST L. PRESTON

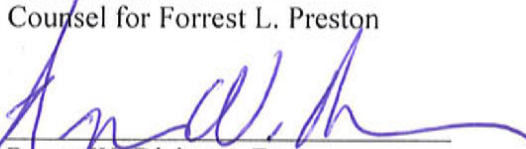
DATED: _____

BY: _____

Scot T. Hasselman, Esq.
Katie C. Pawlitz, Esq.
Reed Smith LLP
Counsel for Forrest L. Preston

DATED: Oct. 21, 2016

BY: _____


Roger W. Dickson, Esq.
Kyle W. Eiselstein, Esq.
Miller & Martin PLLC
Counsel for Forrest L. Preston

TAMMIE TAYLOR

DATED: 10/12/16

BY:

TAMMIE TAYLOR

DATED: 10/12/16

BY:

Anthony Vitale, Esq.

Counsel for Tammie Taylor

GLENDAMARTIN


DATED: 10/12/16

BY:


GLENDAMARTIN

DATED: 10/13/16

BY:


Michael A. Sullivan, Esq.
Finch McCranie, LLP
Counsel for Glenda Martin

DATED: _____

BY:

G. Mark Simpson, Esq.
Simpson Law Firm, LLC
Counsel for Glenda Martin

GLENDAMARTIN

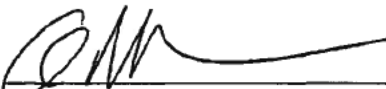
DATED: _____

BY: _____
GLENDAMARTIN

DATED: _____

BY: _____
Michael A. Sullivan, Esq.
Finch McCranie, LLP
Counsel for Glenda Martin

DATED: 10-11-16

BY:  _____
G. Mark Simpson, Esq.
Simpson Law Firm, LLC
Counsel for Glenda Martin

Attachment A – Payment Schedule

			1.75%		
Quarter	Due Date	Payment	Interest	Principal	Balance
(Interest start date)	8/18/2016 ¹				\$145,000,000.00
Within 5 days of Effective Date	10/31/2016 ²	\$45,514,452.05	\$514,452.05	\$45,000,000.00	\$100,000,000.00
1	11/30/2016 ³	\$8,479,166.66	\$145,833.33	\$8,333,333.33	\$91,666,666.67
2	2/28/2017	\$8,734,375.00	\$401,041.67	\$8,333,333.33	\$83,333,333.34
3	5/31/2017	\$8,697,916.66	\$364,583.33	\$8,333,333.33	\$75,000,000.01
4	8/31/2017	\$8,661,458.33	\$328,125.00	\$8,333,333.33	\$66,666,666.68
5	11/30/2017	\$8,625,000.00	\$291,666.67	\$8,333,333.33	\$58,333,333.35
6	2/28/2018	\$8,588,541.66	\$255,208.33	\$8,333,333.33	\$50,000,000.02
7	5/31/2018	\$8,552,083.33	\$218,750.00	\$8,333,333.33	\$41,666,666.69
8	8/31/2018	\$8,515,625.00	\$182,291.67	\$8,333,333.33	\$33,333,333.36
9	11/30/2018	\$8,479,166.66	\$145,833.33	\$8,333,333.33	\$25,000,000.03
10	2/28/2019	\$8,442,708.33	\$109,375.00	\$8,333,333.33	\$16,666,666.70
11	5/31/2019	\$8,406,250.00	\$72,916.67	\$8,333,333.33	\$8,333,333.37
12	8/31/2019	\$8,369,791.70	\$36,458.33	\$8,333,333.37	\$0.00
Total		\$148,066,535.38	\$3,066,535.38	\$145,000,000.00	

Notes:

1. Interest begins to accrue as of August 18, 2016.
2. First payment is due within five days of the Effective Date of this Agreement; first payment is estimated to be made October 31, 2016.
3. Interest on the payment due November 30, 2016 accrues interest for 1 month only.
4. Any portion or all of the Settlement Amount, as well as any interest accrued thereof, may be prepaid at any time without penalty.

ATTACHMENT B
Life Care Facility Entities

Facility	State	Enrollee
Acton	MA	Life Care Centers of America, Inc. Life Care Centers of America, Inc.
Alameda Oaks	TX	Alameda Oaks Medical Investors, LLC
Alderwood	WA	Consolidated Resources Health Care Fund I, L.P.
Altamonte Springs	FL	Life Care Centers of America, Inc. Life Care Centers of America, Inc.
Andover	KS	Andover Medical Investors, LLC
Athens	TN	Life Care Centers of America, Inc.
Attleboro	MA	Attleboro Medical Investors Limited Partnership
Auburn	MA	Auburn Medical Investors Limited Partnership
Auburn	WA	Cascade Medical Investors Limited Partnership
Aurora	CO	Arapahoe Medical Investors, LLC Consolidated Resources Health Care Fund I, L.P.
Banner Elk	NC	Banner Elk Operations, LLC
Bardstown	KY	Bardstown Medical Investors, LTD
Bel Tooren	CA	Life Care Centers of America, Inc. Life Care Centers of America, Inc.
Berkley Manor	CO	Berkley Medical Investors, LLC
Blount	TN	Blount Medical Investors, Inc.
Boise	ID	Life Care Centers of America, Inc.
Bothell	WA	Life Care Centers of America, Inc.
Bountiful	UT	Bountiful Medical Investors, LLC
Briarwood	CO	Life Care Centers of America, Inc.
Bridge View	ID	Bridgeview Medical Investors, LLC United Investors Limited Partnership
Bridgeton	MO	Bridgeton Operations, LLC
Brookfield	MO	Brookfield Medical Investors, LLC
Bruceton-Hollow Rock	TN	Milford Medical Investors Limited Partnership
Burien	WA	Burien Medical Investors, LLC Life Care Centers of America, Inc.
Burlington	KS	Burlington Medical Investors, LLC
Camellia Gardens	GA	Life Care Centers of America, Inc.
Canon Lodge	CO	Colorado Medical Investors, LLC
Cape Girardeau	MO	Cape Girardeau Operations, LLC United Investors Limited Partnership d/b/a United Medical
Carollton	MO	Investors Limited Partnership (in MO)
Cascade Park	WA	Cascade Medical Investors Limited Partnership
Casper	WY	Life Care Centers of America, Inc.
Centerville	TN	Centerville Medical Investors, LLC
Centre Pointe	FL	Centre Pointe HRC, LLC
Charleston	SC	Charleston Medical Investors, LLC
Chattanooga	TN	Chattanooga Medical Investors Limited Partnership
Cherry Hill	MA	Life Care Centers of America, Inc.
Cheyenne	WY	Cheyenne Operations, LLC
Citadel Care Center	AZ	Life Care Centers of America, Inc.
Citrus County	FL	Life Care Centers of America, Inc.

ATTACHMENT B
Life Care Facility Entities

Facility	State	Enrollee
Cleveland	TN	Life Care Centers of America, Inc.
Coeur d'Alene	ID	Lake City Medical Investors Limited Partnership
Collegedale	TN	Consolidated Resources Health Care Fund I, L.P.
Colonial Hills	TN	Colonial Development, Inc.
Colorado Springs	CO	Colorado Springs Medical Investors, LLC
Columbia	SC	RCM-Columbia, Inc.
Columbia	TN	Columbia Operations, LLC
Columbine Manor	CO	Life Care Centers of America, Inc.
Coos Bay	OR	Life Care Centers of America, Inc.
Copper Basin	TN	Life Care Centers of America, Inc.
Corona	CA	Life Care Centers of America, Inc.
Cottesmore	WA	Gig Harbor Retirement Investors, LLC
Crossville	TN	Crossville Medical Investors, LLC
		Darcy Hall, Inc.
Darcy Hall	FL	Darcy Hall Medical Investors, LLC
Desert Cove	AZ	Chandler United Medical Investors Limited Partnership
East Ridge	TN	Life Care Centers of America, Inc.
Elizabethton	TN	Elizabethton Medical Investors Limited Partnership
Elkhorn	NE	Consolidated Resources Health Care Fund I, L.P.
Elyria	OH	Lorain Medical Investors Limited Partnership
Escondido	CA	Escondido Medical Investors Limited Partnership
Estero	FL	Lee County Medical Investors, LLC
Evergreen	CO	Evergreen Operations, LLC
Evergreen House	RI	Life Care Centers of America, Inc.
Evergreen Nursing	CO	Colorado Medical Investors, LLC
Farmington	NM	Farmington Operations, LLC
Federal Way	WA	Consolidated Resources Health Care Fund I, L.P.
Florissant	MO	Florissant Medical Investors, LLC
Fort Wayne	IN	Life Care Centers of America, Inc.
Garden Terrace (Aurora)	CO	Denver Healthcare Operations, LLC
Garden Terrace (Federal Way)	WA	Federal Way Medical Investors, LLC
Garden Terrace (Ft. Worth)	TX	Bryant Irvin Medical Investors, LLC
Garden Terrace (Houston)	TX	Cambridge Medical Investors, LLC
		Life Care Centers of America, Inc.
Garden Terrace (Overland Park)	KS	Overland Park Medical Investors, LLC
Garden Terrace (Salt Lake)	UT	Salt Lake Operations, LLC
Gardens Court	FL	Gardens Court Medical Investors, LLC
Glendale	AZ	Life Care Centers of America, Inc.
		United Investors Limited Partnership d/b/a United Medical
Grandview	MO	Investors Limited Partnership
Gray	TN	Gray Medical Investors, LLC
Greeley	CO	Weld LTC Investors, LLC
Green Valley	IN	Consolidated Resources Health Care Fund I, L.P.
Greeneville	TN	Life Care Centers of America, Inc.
Gwinnett	GA	Life Care Centers of America, Inc.
Hale Anuenue	HI	Hilo Medical Investors LTD

ATTACHMENT B
Life Care Facility Entities

Facility	State	Enrollee
Hallmark Manor	WA	Consolidated Resources Health Care Fund I, L.P. Pueblo Medical Investors, LLC
Hallmark Nursing	CO	Hallmark Nursing Operations, LLC Haltom Medical Investors, LLC
Haltom	TX	Haltom Operations, LLC
Hammond-Whiting	IN	Consolidated Resources Health Care Fund I, L.P.
Hendersonville	NC	Hendersonville Medical Investors, LLC
Heritage (Globe)	AZ	Globe Medical Investors, LLC
Heritage Center	TN	Life Care Centers of America, Inc.
Heritage Healthcare	IN	Lafayette Medical Investors Limited Partnership Colorado Medical Investors, LLC
Heritage Park	CO	Heritage Park Operations, LLC
Hickory House	PA	Honey Brook Medical Investors Limited Partnership
Hickory Woods	TN	Highland Park Medical Investors, LLC
Highlands	MA	Highlands Medical Investors, LLC
Hilliard	FL	Life Care Centers of America, Inc.
Hilo	HI	Hilo Medical Investors LTD
Hilton Head	SC	Life Care Centers of America, Inc.
Hixson	TN	Life Care Centers of America, Inc.
Idaho Falls	ID	Gem Medical Investors Limited Partnership
Imperial	CA	Life Care Centers of America, Inc.
Inverrary	FL	Inverrary Medical Investors, LLC
Islands (San Juan Islands)	WA	Cascade Medical Investors Limited Partnership
Jacksonville	FL	Duval Medical Investors, LLC
Jefferson City	TN	Life Care Centers of America, Inc.
Ka Punawai Ola	HI	Oahu Healthcare LLC
Kah Tai (Port Townsend)	WA	Cascade Medical Investors Limited Partnership
Kansas City	KS	Consolidated Resources Health Care Fund I, L.P. Life Care Centers of America, Inc.
Kennewick	WA	Kennewick Medical Investors, LLC
Kona	HI	Kona Medical Investors, LLC
La Canada	AZ	Life Care Centers of America, Inc. Life Care Centers of America, Inc.
La Center	KY	La Center Operations, LLC
La Habra	CA	Life Care Centers of America, Inc.
LaGrange	IN	LaGrange Medical Investors Limited Partnership
Lake Forest	CA	El Toro Medical Investors Limited Partnership Cascade Medical Investors Limited Partnership
Lake Vue (Kirkland)	WA	Lake Vue Operations, LLC
Lakeside	FL	Consolidated Resources Health Care Fund I, L.P.
Lane House	IN	Consolidated Resources Health Care Fund I, L.P.
Las Fuentes	AZ	Life Care Centers of America, Inc.
Las Vegas	NV	Las Vegas Operations, LLC
Laurel Creek	KY	Kentucky Medical Investors, LLC
Lawrenceville	GA	Gwinnett Operations, LLC
Leominster	MA	Fairlawn Medical Investors, LLC

ATTACHMENT B
Life Care Facility Entities

Facility	State	Enrollee
Lewiston	ID	Clearwater Medical Investors Limited Partnership
Littleton	CO	Arapahoe LTC Investors, LLC
Longmont	CO	Longmont Medical Investords, Ltd.
Lynchburg	TN	Lynchburg Medical Investors, LLC
		Cascade Medical Investors Limited Partnership
Marysville	WA	Marysville Operations, LLC
		Consolidated Resources Health Care Fund II-Mayfair Nursing
Mayfair	OH	Care Center, L.P.
McMinnville	OR	McMinnville Medical Investors, LLC
Medina	OH	Medina Operations, LLC
Melbourne	FL	MelWood Nursing Center, L.L.C.
		Life Care Centers of America, Inc.
Merrimack Valley	MA	Merrimack Valley Operations, LLC
Mi Casa	AZ	Mesa United Medical Investors Limited Partnership
Michigan City	IN	Michigan City Medical Investors Limited Partnership
Mirada Hills	CA	Life Care Centers of America, Inc.
Missionary Ridge	TN	Life Care Centers of America, Inc.
		HART Medical Investors Limited Partnership
Mitchell Manor	IN	Mitchell Medical Investors, LLC
Morehead	KY	Campbell/Preston Medical Investors, LLC
Morgan County	TN	Wartburg Medical Investors Limited Partnership
Morristown	TN	Life Care Centers of America, Inc.
Mount Vernon	WA	Mt. Vernon Operations, LLC
Mountain View	AZ	Life Care Centers of America, Inc.
Mountain View	KY	Kentucky Medical Investors, LLC
Nashoba Valley	MA	Life Care Centers of America, Inc.
New Market	VA	Life Care Associates, LLC
New Port Richey	FL	New Port Richey Medical Investors, LLC
North Glendale	AZ	Glendale Medical Investors Limited Partnership
North Shore	MA	Lynn Medical Investors Limited Partnership
North Walk	CA	Life Care Centers of America, Inc.
Northwood Hills	MO	Northwood Hills Care Center, LLC
Oakridge Home (Westlake)	OH	Life Care Centers of America, Inc.
Oaks	MA	New Bedford Medical Investors, LLC
Ocala	FL	Life Care Centers of America, Inc.
Ocean View	WA	Ocean View Medical Investors, LLC
Old Hickory Village	TN	Nashville Medical Investors, LLC
Omaha	NE	Consolidated Resources Health Care Fund I, L.P.
Ooltewah	TN	Ooltewah Medical Investors Limited Partnership
Orange Park	FL	Clay County Medical Investors, LLC
Orangegrove	CA	Garden Grove Medical Investors Limited Partnership
Orlando	FL	Life Care Centers of America, Inc.
Osawatomie	KS	Osawatomie Health Care, Ltd.
Palm Bay	FL	Palm Bay Medical Investors, LLC
Paradise Valley	AZ	Life Care Centers of America, Inc.
Paradise Valley	NV	South Las Vegas Medical Investors Limited Partnership

ATTACHMENT B
Life Care Facility Entities

Facility	State	Enrollee
Parkview	IN	Consolidated Resources Health Care Fund I, L.P.
Parkview	KY	Consolidated Resources Health Care Fund I, L.P.
Payson	AZ	Payson United Medical Investors, LLC
Pensacola	FL	Escambia Medical Investors, LLC
Plainwell	MI	Life Care Centers of America, Inc.
Plano	TX	Plano Medical Investors Limited Partnership
Plymouth	MA	Plymouth Medical Investors Limited Partnership
		Cascade Medical Investors Limited Partnership
Port Orchard	WA	Port Orchard Operations, LLC
Port St. Lucie	FL	Life Care Centers of America, Inc.
Post Falls	ID	Post Falls Medical Investors, LLC
Pueblo	CO	South Pueblo Medical Investors, Ltd.
Punta Gorda	FL	Punta Gorda Medical Investors Limited Partnership
Puyallup	WA	Valley Terrace Operations, LLC
Raynham	MA	Raynham Medical Investors Limited Partnership
Red Bank	TN	Life Care Centers of America, Inc.
		United Investors Limited Partnership d/b/a United Medical
Renaissance Park	TX	Investirs Limited Partnership (in MO)
Reno	NV	The Wedgwood Group, LLC
Rensselaer	IN	Rensselaer Medical Investors, LLC
Rhea County	TN	Dayton Medical Investors, LLC
Richland	WA	Richland Medical Investors, LLC
Ridgeview Terrace	TN	Life Care Centers of America, Inc.
Rimrock	CA	Life Care Centers of America, Inc.
Ritzville	WA	Ritzville Medical Investors, LLC
Rivergate Health Care	MI	Riverview Medical Investors Limited Partnership
Rivergate Terrace	MI	Riverview Medical Investors Limited Partnership
Rochester	IN	Rochester Medical Investors Limited Partnership
Saint Louis	MO	C.M.C. Extended Care Center, Inc.
San Gabriel	CA	San Gabriel Medical Investors, LLC
San Luis	CO	Colorado Medical Investors, LLC
Sandpoint	ID	Sandpoint Medical Investors Limited Partnership
Sarasota	FL	Life Care Centers of America, Inc.
Scottsdale	AZ	Cove Associates Joint Venture
Scottsdale Heritage	AZ	Life Care Centers of America, Inc.
Seneca	KS	Seneca Operations, LLC
Sierra Vista	AZ	Sierra Vista Medical Investors Limited Partnership
Skagit Valley	WA	Skagit Valley Operations, LLC
		Valley Terrace Operations, LLC
South Hill	WA	South Hill Operations, LLC
South Mountain	AZ	Life Care Centers of America, Inc.
		Life Care Centers of America, Inc.
South Shore	MA	South Shore Medical Investors, LLC
Sparta	TN	Sparta Medical Investors Limited Partnership
Stonegate	CO	Douglas Senior Associates, LLC
Stoneham	MA	Stoneham Medical Investors Limited Partnership

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Life Care Facility Entities

Facility	State	Enrollee
Sullivan	MO	Sullivan Operations, LLC
Sun City (Menifee)	CA	Life Care Centers of America, Inc.
Sun Grove	AZ	Life Care Centers of America, Inc.
Treasure Valley	ID	Emerald Medical Investors, LLC Life Care Centers of America, Inc.
Tucson	AZ	Tucson Medical Investors, LLC
Tullahoma	TN	Life Care Centers of America, Inc.
University Park	CO	Pueblo Medical Investors, LLC
Valley View	ID	Valley View Investors, LLC
Valley View Villa	CO	Consolidated Resources Health Care Fund I, L.P.
Valley West	OR	Life Care Centers of America, Inc.
Valparaiso	IN	Valparaiso Operations, LLC
Villa Manor	CO	Life Care Associates IV Limited Partnership
Vista	CA	Vista Medical Investors Limited Partnership
VossWood	TX	Four Star Medical Investors Limited Partnership
Waynesville	MO	Waynesville Medical Investors, LLC
Wells Crossing	FL	Life Care Centers of America, Inc.
West Bridgewater	MA	West Bridgewater Medical Investors Limited Partnership
West Seattle	WA	West Seattle Operations, LLC
Westchester House	MO	Consolidated Resources Health Care Fund I, L.P.
Western Hills	CO	Life Care Centers of America, Inc.
Westminster	CO	Westminster Medical Investors, LLC
Westside Village	IN	Westside Limited Partnership
Westview	WY	Life Care Centers of America, Inc.
Wichita	KS	Wichita Medical Investors, LLC
Wilbraham	MA	Wilbraham Medical Investors Limited Partnership
Willows	IN	Consolidated Resources Health Care Fund I, L.P.
Winter Haven	FL	Life Care Centers of America, Inc.
Woodlands	IN	Muncie Medical Investors Limited Partnership
Wooldridge	TX	Wooldridge Medical Investors Limited Partnership
Yuma	AZ	Life Care Centers of America, Inc.